

NATIVE AMERICAN TELCOM, LLC

TARIFF F.C.C. NO. 1  
First Revised Title Page  
Cancels Original Title Page

ACCESS SERVICE

REGULATIONS, RATES AND CHARGES  
APPLYING TO THE PROVISION OF ACCESS SERVICE  
FOR CONNECTION TO INTERSTATE COMMUNICATIONS  
FACILITIES AND SERVICES FURNISHED BY

**NATIVE AMERICAN TELECOM, LLC**

AND ITS CONCURRING CARRIERS BETWEEN  
POINTS IN THE UNITED STATES AS SPECIFIED HEREIN

(T)

Transmittal No. 2  
Issued: October 21, 2009

Effective: October 22, 2009

Tom Reiman, President  
6710 E. Split Rock Circle  
Sioux Falls, SD 57110

**EXHIBIT I**

ACCESS SERVICE

CHECK SHEET

Title Page and Pages 1 through 86 of this tariff are effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date hereof.

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*\*indicates material included with the current filing.*

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ACCESS SERVICE

DEFINITIONS

Access: For the purposes of this tariff, the ability to enter or exit a local exchange network in order to originate or terminate an interstate communication.

(L)

Access Charge: Charges assessed to the Customer through which the provider of the switch or facilities is compensated for use of the network components.

(L)

Access Service: Services provided by the Company, or jointly by the Company and one or more other carriers, that provide Access.

Advance Payment: Part or all of a payment required before the start of service.

Call: A Customer or End User attempt for which the complete address code (e.g., 0-, 911, or 10 digits) is provided to the Central Office, switch, or equivalent facility.

(C)

Carrier Common Line Charge: A charge to recover the non-traffic sensitive portion of the local loop, drop and associated equipment between the end office switch and the end user customer.

Company: NATIVE AMERICAN TELECOM, LLC, the issuer of this tariff, a competitive local exchange carrier.

Commission (FCC): The Federal Communications Commission.

Constructive Order: In the absence of an Access Service Request or other written or oral order, any delivery of calls to or receipt of calls from any Customer of the Company's services constitutes a Constructive Order to purchase switched access services as described herein. Similarly, the selection an IXC as an End User's Presubscribed Interexchange Carrier constitutes a Constructive Order for switched access by an IXC.

Customer: The term "Customer" refers to any person, firm, partnership, corporation or other entity including, but not limited to conference call service provider, chat line provider, calling card provider, call center, help desk provider, internet service provider, international provider operating within the United States, and residential and/or business service subscribers, which uses service under the terms and conditions of this tariff and is responsible for payment of charges. The term "Customer" also refers to an Interexchange Carrier utilizing the Company's Switched or Dedicated Access services described in this tariff to reach End Users. The Customer is responsible for the payment of charges and compliance with the terms and conditions of this tariff. The Company may, in its discretion, assess Customers fees and surcharges, which may include, but are not limited to Subscriber Line Charges, access charges, Federal Universal Service Fund charges, and/or state and federal taxes and regulatory fees.

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*\* Material previously found on this page has been moved to First Revised Page 10.*

ACCESS SERVICE

DEFINITIONS (Cont'd)

Customer Serving Wire Center: The end office or wire center from which a customer normally receives a dial tone. The point for a circuit's first point of trunking or switching.

Dedicated Facility: A facility, circuit or equipment system or subsystem set aside for the sole use of a specific customer.

End User : Any person, firm, partnership, corporation or other entity including, but not limited to conference call providers, chat line providers, calling card providers, call centers, help desk providers, international providers operating within the United States, and residential and/or business service subscribers, which subscribes to or otherwise uses local exchange services, interexchange services, Commercial Mobile Radio Service or other wireless services, VoIP services, or other services provided by a local exchange carrier, common carrier, Wireless Provider, VoIP Provider, or other provider of services that transit the Company's facilities. The End User may be, but need not be, the customer of an Interexchange Carrier and may or may not be a customer of the Company. The Company may, in its discretion, assess End User fees and surcharges, including, but not limited to Subscriber Line Charges, Federal Universal Service Fund charges, state and federal taxes and regulatory fees.

End User Common Line Charge (EUCL): See Subscriber Line Charge.

End User Premises: End User Premises may include space where the End User has designated equipment within the Company's central office, carrier hotel, or any other premises.

Exchange: A group of lines in a unit generally smaller than a LATA established by the Company or other local exchange carrier for the administration of communications service in a specific area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

Hub: A physical arrangement/location where bridging and/or multiplexing functions are provided.

Individual Case Basis or ICB - An arrangement whereby the terms, conditions, rates, charges and/or services are developed or modified based on the specific and unique circumstances of the Customer's situation. ICB specialized rates, services or charges will be made available to similarly situated Customers on a non-discriminatory basis.

Interexchange Carrier (IXC): Any individual, partnership, association, joint-stock company, trust, governmental entity, corporation or any other entity engaged in the provision of intrastate, interstate or international communication for hire by any means between two or more exchanges.

*\* Material previously found on this page has been moved to First Revised Page 11.*



ACCESS SERVICE

DEFINITIONS (Cont'd)

Local Access and Transport Area (LATA): A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4 or its successor tariff(s).

(L)

Local Exchange: The area, served by one or more central offices, within which a subscriber for exchange service may make telephone Calls without incurring a toll charge.

(L)

Meet Point: A point designated by two local exchange carriers for billing purposes.

Multiplexing: The process of combining multiple parallel circuits into a single communications channel.

Network: Refers to the Company's facilities, equipment, and services provided under this tariff.

Nonrecurring Charge (NRC): A one-time charge or special fee, generally applied to activities associated with the installation or establishment of services, facilities, or equipment, construction, rearrangements, and/or optional features and functions.

Optional Features and Functions: These are features and functions a customer may order to improve the quality or utility of Access Services.

Originating Access: Access service that allows traffic (e.g., Calls) initiated by an End User in a local exchange maintained by the Company to be routed to an NPA-NXX associated with another exchange.

Point of Termination: The point of demarcation within a Customer or End User Premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and Customer-provided or End User-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

Premises: The space occupied by a Customer, End User or authorized user in a building or buildings. End User premises may also denote an area where the Customer has placed equipment in the Company's collocation space or carrier hotel.

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Presubscription: An arrangement whereby an End User selects and designates to the Company or other local exchange carrier a carrier he or she wishes to access, without an access code, for completing interLATA and/or intraLATA toll Calls. The selected carrier is referred to as the Primary Interexchange Carrier (PIC).

Recurring Charges (MRCs): Monthly or other periodic (as specified) charges to the Customer for services, facilities and equipment which continue for the agreed-upon duration of the service.

*\* Material previously found on this page has been moved to First Revised Page 12.*

ACCESS SERVICE

DEFINITIONS (Cont'd)

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, or on the date upon which the Company begins to provide service to the Customer, whichever is earlier. The parties may mutually agree on a substitute Service Commencement Date.

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Service Order: Unless service is initiated by a Constructive Order, a written request for Access Services must be initiated by the Customer to the Company in the format devised by the Company, or in the alternative, the submission of an Access Service Request (ASR) by the Customer in the manner specified in this tariff. The signing of a Service Order or submission of an ASR by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of service is calculated from the Service Commencement Date.

(C)

Subscriber Line Charge (SLC) or End User Common Line Charge (EUCL): A fee imposed on a per access line, or a per port basis in the case of collocated Customers, that recovers part of the cost of the Carrier's local network. This fee is regulated and capped by the Federal Communications Commission and is assessed on a monthly basis. Customers that purchase End User Access Services, or collocate equipment in the Company's central office and/or carrier hotel are subject to this fee, subject to the terms in Section 7.2.9 of this tariff.

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Switched Access Service: Access to the switched network of the Company and/or any other local exchange carrier for the purpose of originating or terminating communications. Switched Access Service is available to carriers, as defined in this tariff.

Terminal Equipment: Telecommunications devices, apparatus and associated wiring on the Customer-designated premises.

Terminating Access: Access service that allows traffic (e.g., Calls) to be delivered to an NPA-NXX associated with a Company exchange as such traffic originates from another exchange. Terminating Access traffic may include long distance voice telephone Calls that are delivered to Customers, including, but not limited to conference call providers, chat line providers, calling card providers, call centers, help desk providers and international providers operating within the United States, and residential and/or business service subscribers.

VoIP Provider: Any individual, association, corporation, governmental agency, or any other entity that is providing services via Voice over Internet Protocol or other Internet Protocol services. The VoIP Provider may or may not be certified to provide services by the Commission or any state regulatory authority.

Wire Center: A building in which central offices, used for the provision of local exchange services, are located.

ACCESS SERVICE

REFERENCE TO OTHER TARIFFS AND/OR PUBLICATIONS

The following tariffs are referenced in this tariff and may be obtained as shown:

National Exchange Carrier Association  
100 S. Jefferson  
Whippany, NJ  
Wire Center Information  
Tariff FCC No. 4

National Exchange Carrier Association  
100 S. Jefferson  
Whippany, NJ  
Wire Center Information  
Tariff FCC No. 5

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(N)

NECA technical publication—PUB AS No. 1, Issue II Access Service  
Issued May 1994

The Local Exchange Routing Guide (LERG) is referenced in this tariff  
and may be obtained from:

Telcordia Technologies  
Customer Services Division  
60 New England Avenue  
Piscataway, NJ

ACCESS SERVICE

1. APPLICATION OF TARIFF

- 1.1 This tariff sets forth the regulations, rates and charges for the provision of interstate Access services and facilities (hereinafter "Services") by NATIVE AMERICAN TELECOM, LLC into, out of and within the State of South Dakota. (C)
- 1.2 Services provided by NATIVE AMERICAN TELECOM, LLC, (hereinafter the "Company") include, but are not limited to Common Line, Switched Access, Optional Features & Functions and other Miscellaneous Access Services associated with the provision of Access Services.

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Limitations (Cont'd)

2.1.3.4 Liability (Cont'd)

2.1.3.4.6 The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of Service(s) or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's employees, contractors, or agents.

2.1.3.4.7 The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from the Customer's use of Service(s), involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

2.1.3.4.8 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific Service(s) giving rise to the claim. No action or proceeding against the Company shall be commenced more than two years after the Service is rendered.

2.1.3.4.9 The Company makes no warranties or law, statutory representations, express or implied either in fact or by operation of or otherwise, including warranties of merchantability or fitness for a particular use.

2.1.3.4.10 If any provision within this tariff is held to be unenforceable, the rest of this tariff will remain in full-force and effect.

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(N)

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.2 Obligations of the Customer

The Customer shall be responsible for the following:

- (a) ensuring that the characteristics and methods of operation of any circuits, facilities or equipment not provided by the Company and associated with the facilities utilized to provide Service(s) under this tariff shall not interfere with or impair Service over facilities of the Company; cause damage to their plant; impair privacy or create hazards to employees or the public;
- (b) the Service provided under this tariff shall not be used for an unlawful purpose or used in an abusive manner which would reasonably be expected to frighten, abuse, torment or harass another or interfere with use of Service by one or more other customers;
- (c)
- (d) payment of all applicable charges for use of the Services;
- (e) damage to or loss of the Company's facilities or equipment caused by acts or omissions of the Customer; or noncompliance by the Customer; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the Company's employees or agents;
- (f) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain proper operating environment on such premises;

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ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

The Customer shall be responsible for the following: (Cont'd)

- (g) where applicable, obtaining, maintaining, and otherwise having full responsibility for all permissions, approvals, consents, licenses, permits, and rights-of-way and conduit necessary for installation of cables and associated equipment used to provide services to the Customer from the building service entrance or property line to the location of the equipment space. Any costs associated with the obtaining and maintaining the permissions, approvals, consents, licenses, permits, and rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer;
- (h) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- (i) complying with all laws and regulations applicable to, and obtaining all permissions, approvals, consents, licenses, and permits as may be required with respect to the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under 2.2(g) and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, testing, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (j) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and

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(L)

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

The Customer shall be responsible for the following: (Cont'd)

- (k) Customers will use the Service provided by the Company in a manner, and at all times, consistent with the tariff obligations identified herein and shall not utilize the Company's Service(s) in any manner that:
  - Interferes with or impairs the Services(s) of the Company, other carriers, or other Customers;
  - Causes damage to Company-provided facilities;
  - Interferes with the privacy of communications;
  - Creates a hazard to the Company's employees, contractors, or agents or the public; or
  - Interferes, frightens, abuses, torments, harasses any person or entity or unreasonably interferes with the use of the Company's Service by others.
  
- (l) The Customer shall be fully liable for payment of all applicable rates, charges and fees for any Service provided by the Company, if it takes Service provided by the Company, whether or not an application or order for service or ASR has been executed or submitted. Customer is liable for payment of all calls that originate on its network, including actual calls made by Customer, Customer's End Users or unauthorized third parties (e.g., fraudulent calls). (N)  
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(N)
  
- (m) The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company facilities, or due to malfunction of any facilities or equipment provided for or by the customer. Nothing in the foregoing provision shall be interpreted to hold one Customer liable for another Customer's actions. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage, and the Customer shall be subrogated to the right of recovery by the Company for the damages to the extent of such payment. (T)  
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(T)



ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.3 Customer Equipment and Channels (Cont'd)

2.3.5 Prohibited Uses

2.3.5.1 The Service(s) that the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental and other third-party approvals, authorization, licenses, consents, and permits.

2.3.5.2 The Company may require applicants for Service who intend to use the Company's offerings for resale and/or shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws, and FCC regulations, policies, guidelines, orders and decisions.

2.3.5.3 The Company may require a Customer to immediately stop its transmission of signals if said transmission is believed to be causing interference to others.

(N)

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.4.1 Payment for Service (Cont'd)

2.4.1.1 The Customer is responsible for payment of appropriate sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on the Company's net income) imposed or based upon the provision, sale or use of the Company's Service(s).

2.4.1.2 Without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- (a) any delegation of authority resulting in the use of Customer's communications equipment and/or network services which result in the placement of Calls via the Company;
- (b) any and all use of the service arrangement provided by the Company, including Calls which the Customer did not individually authorize, including any and all fraudulent or allegedly fraudulent calls that originate on the Customer's network; (N)  
|  
(N)
- (c) any Calls placed by or through the Customer's equipment via any remote access feature(s);
- (d) any use of the Company's services and/or activities, whether or not accompanied by a Service Order or ASR.

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.2 Billing and Collection of Charges

- 2.4.2.1 The Company will endeavor to bill usage charges monthly for the preceding billing period; however, the Company's failure to do so shall not affect the Customer's liability for such charges irrespective of the length of delay between the date of usage and the Company's billing for such usage. Company is permitted to bill for usage within two (2) years of the date upon which service was provided. (N)
- 2.4.2.2 Each bill will include industry standard descriptions of Service(s) rendered for the period covered, any known unbilled non-usage sensitive charges for prior periods and unbilled usage charges for any prior period. (T)
- a) Customer's billing will begin on the Service Commencement Date. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued and ceases to be used by Customer.
- 2.4.2.3 A Nonrecurring Charge is due and payable within 31 days after the invoice date. (T)
- 2.4.2.4 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which Service is provided. (T)
- 2.4.2.5 Charges based on measured usage will be included on the next invoice rendered following the end of the month in which the usage occurs. (T)
- 2.4.2.6 When non-usage based Service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which Service was furnished will be calculated on a pro-rated basis with every month considered to have 30 days. (T)
- 2.4.2.7 If any portion of the Customer's payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company. The late payment charge shall be calculated at 1.5% per month or portion thereof for the period from the due date until the payment is received. (T)

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.2 Billing and Collection of Charges (Cont'd)

2.4.2.8 Customer disputes with respect to billed amounts shall be addressed and resolved pursuant to Section 2.4.10 of this tariff. (T)

2.4.2.9 If the Customer disputes the bill on or before the payment date, any late payment charge for the disputed amount will not start until 10 days after the payment date. If the billing dispute is resolved in favor of the customer, no late payment penalty will apply to the disputed amount. (T)

2.4.2.10 In addition to other penalties or fees, the Customer will be assessed a charge of twenty dollars (\$20) for each check submitted by the Customer to the Company which a financial institution refuses to honor for insufficient funds or a non-existent account. (T)

2.4.2.11 If Service is disconnected by the Company in accordance with Section 2.5.6 following, and later restored, restoration of Service will be subject to all applicable reconnection or reestablishment charges. (T)

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.6 Discontinuance of Service

2.4.6.1 Upon nonpayment of any amounts owing to the Company, the Company may by giving ten days' prior written notice to the Customer, discontinue or suspend Service without incurring any liability.

2.4.6.2 In the Company's sole discretion, upon violation of any of the other material terms or conditions for furnishing Service, the Company may, by giving 10 days' prior notice in writing to the Customer (or such shorter notice as may be provided elsewhere in this tariff), discontinue or suspend Service without incurring any liability if such violation continues during the period. (C)

2.4.6.3 Upon condemnation of any material portion of the facilities used by the Company to provide Service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend Service without incurring any liability.

2.4.6.4 Upon any governmental prohibition or required alteration of the Service(s) to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue Service without incurring any liability.

2.4.6.5 Upon the Company's discontinuance of Service to the Customer under Section 2.4.6.1 or 2.4.6.2, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such Service(s) would have otherwise been provided to the Customer to be immediately due and payable.

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.10 Billing Disputes

2.4.10.1 General

All bills are presumed accurate, and shall be binding on the Customer unless written notice of the disputed charge(s) is received by the Company within 30 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this Section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

Unless disputed in writing within the time period set forth in the preceding paragraph, the bill shall be deemed to be correct and payable in full by Customer, and Customer shall be deemed to have waived any and all rights and claims with respect to both the bill and the underlying dispute.

The Company will be the sole determiner of a frivolous dispute.

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Any disputed charges must be paid when due. After the dispute is settled, the Customer will be credited with any payments in excess of those actually due the Company. The Company will also remit interest for all such credited amounts.

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(N)

2.4.10.2 Late Payment Charge

All portions of the bill, whether disputed or undisputed, must be paid by the payment due date to avoid assessment of a late payment charge set forth in 2.4.2.7, preceding.

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ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.5 Access Billing (Cont'd)

2.5.6 Suspension, Termination or Refusal of Service

- 2.5.6.1 Service may be suspended or terminated for nonpayment of any bill or deposit until such bill or deposit is paid. If Service is suspended or terminated for nonpayment, the Customer must remit a connection charge as well as any payment due and any deposit requested by the Company prior to reconnection or reestablishment of Service. (C)
- 2.5.6.2 Suspension or termination of Service for nonpayment will not be made until after: (1) at least 10 days written notification has been served personally on the Customer; (2) at least 10 days after verification of receipt of certified mail has been made by the Company; or (3) at least 10 days after the Customer has refused a certified or registered written notification mailed to the Customer billing address. Service shall not be suspended or terminated for nonpayment on weekends, legal holidays or on days when the business office of the Company is not open for business.
- 2.5.6.3 When a Customer refuses to pay bills rendered or deposits requested, the Company may refuse to process existing orders for Service(s) or to accept new orders for Service. (C)
- 2.5.6.4 Except as otherwise provided herein, the Company, after providing notice in writing to the Customer, may suspend, terminate or refuse Service(s) in the event of unauthorized use of Service(s) or facilities received from the Company, where the Customer is indebted to the Company for previously furnished Service(s) or facilities or where the use of Service(s) or facilities have been abandoned.

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.5 Access Billing (Cont'd)

2.5.7 Exceptions to Suspension, Termination or Refusal of Service

2.5.7.1 Service(s) shall not be suspended, terminated, or refused in the following instances:

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(D)

(b) For nonpayment of Service which has been billed but not rendered;  
or

(c) For nonpayment of billed amounts for charges other than those for  
any Service.



ACCESS SERVICE

6. SWITCHED ACCESS SERVICE (Cont'd)

6.2 Switched Access Specifications – Customer Requirements (Cont'd)

6.2.2 Transmission Specifications

Each Switched Access Service transmission path is provided with industry standard transmission for its type of service. The Company will work in cooperation with the Customer to insure that those parameters are met. In the event the established specifications are not maintained, the Company may require immediate corrective action and may work independently or in cooperation with the Customer to remedy the situation.

6.2.3 Testing

Certain testing services offered under the tariff are subject to the availability of qualified personnel and test equipment. Acceptance Testing and Routine Testing will be provided at no additional charge and shall be mutually arranged by the Company and the Customer.

(D)  
|  
(D)

6.2.4 Report Requirements

The Customer is responsible for providing reports to the Company, when applicable. Such reports include:

- (a) Jurisdictional Reports – are required when Customer orders Access Service with both intrastate and interstate use so that charges may be apportioned in accordance with those reports.
- (b) Supervisory Signaling - necessary on-hook, off-hook supervision shall be provided by the Customer's facilities in order to provide answer and disconnect supervision.

ACCESS SERVICE

6. SWITCHED ACCESS SERVICE (Cont'd)

6.4 Rate Regulations

This section contains a brief description and the general regulations governing the rates and charges that apply for Switched Access Service.

6.4.1 Description and Application of Rates

Switched Access Service rates are generally of two types; usage rates and non-recurring rates. Usage rates may be minute, and/or distance sensitive, occurrence and/or quantity sensitive or combinations of these usage elements. Non-recurring rates are one-time charges that apply for a specific work activity. Examples would include installation of service, rearrangements of service, moves and changes of service, provision of optional features and functions not ordered initially, service date changes, service design changes, cancellation of access, orders for additional engineering, and expedited orders.

6.4.2 Contracts and Individual Case Basis (ICB) Rates

In lieu of the rates terms and/or conditions otherwise set forth in this tariff including but not limited to minimum usage, installation, special construction and recurring charges, the Company's services may be established and provided at negotiated rates on an individual case basis (ICB), taking into account any factors the Company deems necessary or appropriate, including the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment and use of facilities by other Customers. Specialized rates, services or charges will be made available to similarly situated Customers on a non-discriminatory basis.

(N)  
(N)  
(N)

ACCESS SERVICE

7. MISCELLANEOUS ACCESS SERVICE

7.1 General

Miscellaneous Access Service may be provided by the Company at the request of a Customer on an individual case basis if such service arrangements are: not offered under other sections of this tariff; the facilities utilized to meet the request are of a type normally used by the Company in furnishing service; the service or arrangements are compatible with other services and facilities; the service is available and within the Company's personnel and capital resources. Charges may include non-recurring, recurring and/or special, terminating costs or combinations thereof. (T)

7.2 Services Offered

Miscellaneous Access Services may include, but are not limited to the following: Special Construction; Additional engineering or Labor; Maintenance of Service; New Access Services; Testing Services; Presubscription. Miscellaneous Access Service may be provided to Customers on an individual case basis in accordance with rules of the FCC.

7.2.1 Special Construction

Special construction would include the costs for the provision of an Access Service that may not be available over such routes, facilities or equipment normally provided.

7.2.2 Additional Engineering or Labor

Additional Engineering will apply when requested and approved by the Customer for the following:

- (1) when a Customer requests additional information subsequent to the Company-provided DLR information;
- (2) when additional engineering time is required for a customized order; or
- (3) when a customer requests a design change and additional engineering time is required.

ACCESS SERVICE

7. MISCELLANEOUS ACCESS SERVICE (Cont'd)

7.2 Services Offered (Cont'd)

7.2.9 Subscriber Line Charge

The Company may, in its sole discretion, recover some of the costs of the telephone line or trunk connected to an End User's Premises, and/or the associated switch port, through a monthly charge called the Subscriber Line Charge ("SLC"). The Subscriber Line Charge is a monthly, flat-rated charge assessed to the Company's End Users for each local exchange service line or trunk. BRI lines are charged the multiline business line rate, and PRI arrangements are charged the multiline business line rate times five (5). (N)

7.2.10 Local Number Portability (LNP)

Local Number Portability (LNP) allows, where facilities permit: (1) a local exchange telephone service customer to maintain the same Directory Number (DN) when changing from one telecommunications service provider to another while remaining at the same location; and (2) callers to complete Calls to numbers that have been ported.

ACCESS SERVICE

7. MISCELLANEOUS ACCESS SERVICE (Cont'd)

7.2 Services Offered (Cont'd)

7.2.11 Federal Universal Service Fee

In connection with the FCC's Universal Service Orders, the Company will pay a fee based on a percentage of its retail revenues to support the Universal Service Fund (USF). The Company may, in its sole discretion, pass-through the USF assessment to its customers by assessing a surcharge applicable to all retail interstate and international charges, including usage and non-usage charges. This surcharge is in addition to standard usage charges and any applicable service charges and fees associated with the Company's service. The Company's Universal Service Fee factor will match the relevant quarterly Universal Service Contribution Factor approved by the FCC, rounded up to the nearest tenth of a percent. Universal Service Contribution Factors are available at [www.fcc.gov/ccb/universal\\_service/quarter.html](http://www.fcc.gov/ccb/universal_service/quarter.html). (N)

ACCESS SERVICE

8. RATES AND CHARGES (Cont'd)

8.2 Switched Access Service\*

|       |  |                |     |
|-------|--|----------------|-----|
| 8.2.1 | <u>Recurring Rates:</u>  | <u>Rate</u>    |     |
| (A)   | Local Switching, per AMOU  | \$0.023132     | (I) |
| (B)   | Tandem Switching, per AMOU   | \$0.002744     | (I) |
| (C)   | Tandem-Switched Facility, per AMOU/mile                                | \$0.00203      | (I) |
| (D)   | Tandem-Switched Termination, per AMOU                                  | \$0.001055     | (I) |
| 8.2.2 | <u>Nonrecurring Charges</u>  | <u>Charges</u> |     |
| (A)   | <u>Local Transport – Installation<br/>Per Entrance Facility</u>        |                |     |
|       | - Voice Grade Two-Wire   | *              |     |
|       | - Voice Grade Four-Wire  | *              |     |
|       | - High Capacity DS1  | *              |     |
|       | - High Capacity DS3  | *              |     |
| (B)   | <u>Interim NXX Translation Per<br/>Order - Per LATA or Market Area</u> | *              |     |
| (C)   | <u>Trunk Activation</u>  |                |     |
|       | - Per 24 Trunks Converted or Fraction<br>thereof on a Per Order Basis  | *              |     |

\* The Company's Interstate Switched Access Service recurring rates and applicable non-recurring charges shall be no higher than the Incumbent Local Exchange Carrier's equivalent rates in whose serving area the Company is providing service. If such Incumbent LEC should file changes to its Interstate Switched Access Service rates, the Company's Interstate Switched Access Service rates shall be revised as needed to remain no higher than the Incumbent's revised rates.

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ACCESS SERVICE

8. RATES AND CHARGES (Cont'd)

8.2 Switched Access Service (Cont'd)

| 8.2.3 | Network Blocking per Blocked Call    | Rate     |     |
|-------|--------------------------------------|----------|-----|
|       | Applies to FGD only                  | \$0.0139 | (R) |
| 8.2.4 | 800 Data Base Access Service Queries |          |     |
|       | Per Query – Basic                    | \$0.0054 | (R) |
|       | Per Query – Vertical Feature         | \$0.0060 | (N) |

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